

Mountain Cactus Ranch New Resident Application Check List

Lot #: _____

Move-In Date: _____

Applicant: _____ Phone: _____

Applicant: _____ Phone: _____

Email Address(es): _____

- ____ 1. Check for credit/background report(s) in the amount of **\$80.00 per person.**
 - ____ 2. Check for first month's rent in the amount of **\$**.
 - ____ 3. Copy of Driver License(s).
 - ____ 4. Complete packet signed, initialed and dated.
-

For Office Use Only:

DOB: _____

DOB: _____

- Credit/Background Authorization
- Application
- Denial Addendum
- Disclosure Statement
- Space Addendums (2)
- COVID Waiver
- Liability Waiver
- Age Verification
- 15 Year Lien
- New Resident Listing
- Agreement to Comply
- MCR Rules and Regulations
- **Long-Term RV Space Act**
- Purchase Offer/Bill of Sale
- Rural Metro
- Mobile/TT Register

Mountain Cactus Ranch
10667 S. Avenue 10E
Yuma, AZ 85365
928-342-5855

I/We _____, (Name)
do hereby authorize Mountain Cactus Ranch to receive a copy of my/our
credit report(s) as well as any and all background information available.

Date

Prospective Resident's Signature

Date

Prospective Resident's Signature

NON-REFUNDABLE APPLICATION FEE: \$80.00 PER PERSON

Pursuant to State and Federal Fair Credit Reporting Acts, this is to inform you that an investigation involving the statements made on your rental application of the above-mentioned community, as well as inquiries regarding public records, your character, general reputation, personal characteristics and mode of living may be initiated. You have the right to dispute information reported. Upon written request, you are entitled to a complete and accurate disclosure of the investigation's nature and scope as well as a written summary of your rights and remedies under the Fair Credit Reporting Act. Inquiries should be directed to Resident's Data Inc., PO Box 850454, Richardson, TX 75085-0454. We certify that, to the best of my/our knowledge, all statements are true and complete. False, fraudulent or misleading information may be grounds for denial of tenancy or subsequent eviction, I/we authorize Resident Data, Inc. to obtain all reports verifications necessary to verify all information put forth in the above application to the management of Mountain Cactus Ranch.

MOUNTAIN CACTUS RANCH 10667 Ave 10 E, Yuma, AZ 85365

Lot # _____

Park Manager _____

Home Owner _____

Estimated Move-in Date: _____

Estimated Departure Date: _____

APPLICANT INFORMATION

PRIMARY:

Name: _____ Phone _____
(Last) (First) (MI) (Home) (Cell)

Current Address: _____
(Street Address) (City) (State) (Zip)

Marital Status Single _____ Married _____ Separated _____ Maiden Name _____ Birth Date _____

SS#: _____ Driver's License #: _____ State: _____

Email _____

SPOUSE:

Name: _____ Phone _____
(Last) (First) (MI) (Home) (Cell)

Current Address: _____
(Street Address) (City) (State) (Zip)

Marital Status Single _____ Married _____ Separated _____ Maiden Name _____ Birth Date _____

SS#: _____ Driver's License #: _____ State: _____

Email _____

OTHER OCCUPANT:

Name: _____ Phone _____
(Last) (First) (MI) (Home) (Cell)

SS# _____ Birth Date _____

NEAREST RELATIVE:

Name: _____ Phone _____
(Last) (First) (MI) (Home) (Cell)

Current Address: _____
(Street Address) (City) (State) (Zip)

EMERGENCY CONTACT (other than above)

Name: _____ Phone _____
(Last) (First) (MI) (Home) (Cell)

Current Address: _____
(Street Address) (City) (State) (Zip)

VEHICLE DESCRIPTION

Vehicle #1 Make _____ Model _____ Year _____ License _____ State _____

Vehicle #2 Make _____ Model _____ Year _____ License _____ State _____

PETS:

Do you have a pet in the home? Yes _____ No _____ If Dog, what breed? _____

Qualifying Question:

1. Have you or your spouse ever been evicted from rental housing? If yes, list state Yes _____ No _____ State _____
 2. Will there be any other occupants over 21 years of age than those listed above? Yes _____ No _____
-

EQUAL HOUSING OPPORTUNITY

I am aware that an incomplete application causes a delay in processing and may result in denial of tenancy.

Future Resident Signature _____

Date _____

Future Resident Signature _____

Date _____

EVENT DENIED ADDENDUM

In the event Your Application for Residency is denied:
This lease will be deemed Null and Void, and will have no further effect on either party.

Printed Name of Perspective Buyer

Date

Signature of Perspective Buyer

Printed Name of Perspective Buyer

Date

Signature of Perspective Buyer

LOT # _____

Mountain Cactus Ranch Disclosure Statement

The party authorized to manage the premises is: Mountain Cactus, LLC

The owner of the premises is: Mountain Cactus, LLC 10667 S Ave
10 E, Yuma, AZ 85365

By initialing each line below, I have acknowledged that I have received the following:

_____ The latest copy of the Arizona Recreation Vehicle Long Term Rental Space Act.

_____ A Disclosure of Management and Ownership of the premises.

_____ A current copy of the Rules and Regulations of the premises.

Resident Signature

Date

Resident Signature

Date

Mountain Cactus Ranch | 10667 Avenue 10E, Yuma, AZ 85365

ADDENDUM TO HOME SPACE LEASE RENTAL AGREEMENT

THIS ADDENDUM TO THE HOME SPACE LEASE RENTAL AGREEMENT (the "Addendum") is made and entered into as of this day of _____, 20 ____, by and between the Landlord listed above ("Landlord") on the one hand, and the Resident(s) identified below, jointly and severally (if applicable), on the other hand. This Addendum amends the Home Space Lease Rental Agreement (the "Lease") between those Parties (the "Parties") first dated

_____, regarding the request by the Resident(s) to modify the home, utility connections and/or any additional structures located on the premises identified in the Lease.

This Addendum is intended to modify and supplement the Lease. To the extent that the terms of the Lease and this Addendum conflict, the terms of the Addendum shall govern the rights of the Parties. This Addendum is made part of, and is incorporated into, the Lease.

The Lease is amended as follows. The Parties hereby acknowledge and agree to the following: The Residents are obligated to request written approval from the Landlord for any additions, modifications, installations, attachments or any other alterations to the premises or the home that is identified in the Lease (herein collectively referred to as "Alterations"). Alterations to the premises identified in the Lease shall be the sole responsibility of the Resident(s) and Landlord makes no representations that approval for the Alterations are in compliance with any town, city, county or state codes. The Resident(s) agrees that the Landlord shall not be liable for knowing the ordinances of the town, city, county or state where the Alterations are completed. Further, if any Alterations result in replacement or upgrade of any park provided utility, the Resident(s) shall be solely responsible for the costs of such upgrades or replacements, and Landlord shall not be responsible for any such costs. This includes, but is not limited to, any electrical connections and plumbing connections. The Resident(s) shall notify the Landlord if an upgrade or replacement is required and provide all contact information for the contractor that shall be used to do the upgrade or replacement. The Landlord reserves the right to reject or approve the contractor used to complete the upgrades or replacements. This Addendum is intended as a complete release of any possible obligation of Landlord to know and/or to advise the Resident(S) regarding the ordinances of the town, city or county where the Alterations are to take place, regardless of whether Landlord has provided written approval for any Alterations.

The Parties hereby acknowledge and agree that this Addendum shall be binding.

Landlord:

Authorized Agent: _____

Signature: _____

Date: _____

Resident(s):

Print Name: _____

Signature: _____

Date: _____

Print Name: _____

Signature: _____

Date: _____

ADDENDUM TO RENTAL AGREEMENT OR LEASE

Resident hereby agrees that the purchase of the Mobile Home located on Space #_____ in Mountain Cactus Ranch RV & Mobile Home Community or relocation of the Mobile Home to Space #_____ in Mountain Cactus Ranch RV & Mobile Home Community will include taking ownership responsibility for all concrete, cement, flagstone, brick/concrete pavers and landscape lighting. In addition, whether planted by tenant or others, ALL vegetation, not limited to and including trees, palms, shrubs, cacti and flower beds, located on space #_____ in Mountain Cactus Ranch Resident hereby agrees to maintain said concrete, cement, flagstone, brick/concrete pavers and landscape lighting, and all vegetation, not limited to and including trees, palms, shrubs, cacti and flower beds to the satisfaction of Landlord. Resident agrees to abide by all Rules & Regulations of Mountain Cactus Ranch including, but not limited to, the procedures listed in said Rules & Regulations regarding the Removal of the Mobile Home should Resident decide to, or be required to, remove the Mobile Home from Mountain Cactus Ranch all at Resident's sole cost and expense.

_____ Space #_____
Print Name of Resident

Resident Signature

Print Name of Resident

Resident Signature

Date

AMENITIES ASSUMPTION OF RISK, RELEASE, AND WAIVER OF LIABILITY

CAUTION: This is a release of legal rights, Read and understand it before accepting these terms.

THIS RELEASE AND WAIVER OF LIABILITY (the "Release") is executed on this ____ day of __, 20____, by _____ ("Resident") in favor Mountain Cactus Ranch, LLC, and its employees, successors, assigns, representatives, agents' attorneys, officers, directors, shareholders, members, beneficiaries, heirs, management company, managers, contractors and their successors and assigns (collectively, the "Community").

IN CONSIDERATION OF RESIDENT BEING PERMITTED to use the Community's facilities and equipment, and subject to the limitations of A.R.S. §33-1414, Resident hereby freely and willfully executes this release under the following terms.

1. Community offers amenities for residents' use. This includes (without limitations) the clubhouse, pool, gym, billiards room if any, and facilities and equipment within the clubhouse and other area of the Community. These amenities and facilities are collectively referred to herein as the "Facilities".
2. **RISKS:** Resident is aware of the Coronavirus (COVID-19). Community strongly advises Resident to visit <http://www.cdc.gov/coronavirus/219-nCoV/index.html> for information About Covid-19. COVID-19 is a viral illness that spreads from person to person via various methods, including but not limited to touch and airborne particles. Symptoms can range from mild (or no symptoms) to severe illness. A person can become infected by coming into close contact (about 6 feet) with someone who has COVID-19. A person may become infected from respiratory droplets when an infected person coughs, sneezes, or talks. A person may also become infected by touching a surface or object with the virus on it, and then touching the person's face. There is no vaccine for COVID-19. The best protection is to avoid being exposed to the virus that causes COVID-19. The U.S. Centers for Disease Control and Prevention's ("CDC") COVID-19 guidance suggests, in relevant part: (a) staying home as much as possible and avoiding close contact with others; (b) wearing a cloth face covering over your nose & mouth in public settings; (c) cleaning and disinfecting frequently-touched surfaces; (d) washing your hands often with soap & water for at least 20 seconds, or using an alcohol-based hand sanitizer containing at least 60% alcohol; (e) completing activities online as much as possible (rather than in person); (f) if you must go somewhere in person, staying at least 6 feet away from others and disinfecting items you must touch; (g) getting deliveries and takeout and limiting in-person contact as much as possible; and (h) staying home if you are sick, except to get medical care. *Everyone* is at risk of getting COVID-19. Older adults and people with serious underlying medical conditions may be at higher risk for more severe illnesses. Community has made Resident aware of the risk of contracting COVID-19. Resident understands that if Resident uses Facilities, Resident may contract COVID-19. Resident will review the CDC's Guidance and website and the Arizona Department of Health's website and guidance regarding COVID-19, available at <https://www.azdhs.gov>, before using Facilities. Resident has reviewed those sources and is willing to accept the risk of contracting COVID-19 in using any Facilities. Resident uses any Facilities at Resident's own, sole risk.
3. **HEALTH/SAFETY:** Resident should consult with a medical doctor regarding Resident's use of Facilities. Resident should have & maintain health insurance. Resident will not use any Facilities if Resident has COVID-19 symptoms, a fever, a cough, or feels ill.
4. **WAIVER, RELEASE, INDEMNIFICATION:** To the fullest extent allowed by law, Resident, on behalf of Resident's self & Resident's heirs, successors, and assigns, hereby releases and forever discharges and hold harmless the Community from any and all liability and any and all claims, demands, rights of action, or actions, of whatever kind of nature, either in law or equity, which arise or may hereafter arise from Resident's use of Facilities. Resident hereby agrees to indemnify, defend and hold harmless Community and its officials, officers, employees, agents, volunteers, sponsors, and contractors from and against any claim that Resident, Resident's guests, visitors, legal guardians, heir, successors, assigns, or any other person may have from any losses, damages, death, or injuries arising out of or in connection with Resident's use of Facilities. **ALL USE OF THE FACILITIES IS AT RESIDENT'S OWN AND SOLE RISK.**
5. **BROADEST RELEASE POSSIBLE:** This Release is intended to be as broad as permitted by Arizona Law, subject to the provisions of A.R.S. §33-1414. If any provision of this Release is held invalid, the remaining provisions shall not be affected.

IN WITNESS WHEREOF, Resident agrees to this Release and Executes it as of the date first written above.

Resident Printed Name _____

Signature _____

Mountain Cactus Ranch | 10667 S. Avenue 10 E. Yuma, AZ 85365 | 928-342-5855

GENERAL AMENITIES ASSUMPTION OF RISK, RELEASE, AND WAIVER OF LIABILITY CAUTION: This is a release of legal rights. Read and understand it before accepting these terms.

THIS RELEASE AND WAIVER OF LIABILITY (the "Release") is in favor **Mountain Cactus Ranch, LLC**, an Arizona limited liability company dba **Mountain Cactus Ranch, LLC**, and their employees, successors, assigns, representatives, agents, attorneys, officers, directors, shareholders, members, beneficiaries, heirs, ad their successors and assigns (collectively, the "Community").

IN CONSIDERATION OF USER BEING PERMITTED to use Community Facilities and participate in Community Activities, the undersigned User does hereby freely, willfully, and without duress execute this Release and Waiver of Liability under the following terms.

1. The Community offers a wide variety of recreational and other amenities for use by its residents. These amenities and facilities are collectively referred to herein as "Community Facilities".
2. The Community also offers organized activities. Some activities are organized and sponsored by the Community, others by voluntary resident associations. Some activities entail the payment of an additional fee to participate. These activities are collectively referred to herein as "Community Activities".
3. **RISKS INVOLVED:** User agrees to closely inspect all Community Facilities before using them. Users understand that some Community Facilities represent a risk to health and safety.
4. **HEALTH AND SAFETY:** User has been advised to consult with a medical doctor with regard to Resident's personal medical needs and User's fitness for use of any and all Community Facilities and/or participation in any Community Activities. User states that there are no health-related reasons or problems that preclude or restrict User from participating in any Community Activities in which User chooses to participate in or that preclude or restrict User from using any Community Facilities that User chooses to use.
5. **WAIVER, RELEASE & INDEMNIFICATION:** User hereby releases and forever discharges and holds harmless the Community from any and all liability and any and all claims, demands, rights of action, or actions, of whatever kind of nature, either in law or equity, which arise or may hereafter arise from User's use of Community Facilities and/or participation in any Community Activities. User understands and acknowledges that User's execution of this Release discharges and will discharge the Community from any liability or claim that User may have against the Community with respect to any bodily injuries, personal injuries, illnesses, death, property damage, or any and all other claims that may result from User's use of Community Facilities and/or participation in any Community Activities. User agrees to indemnify, defend, and hold harmless Community and its officials, officers, employees, agents, volunteers, sponsors, and contractors from and against any claim that User, User's guests, visitors, legal guardian, or any other person may have for any losses, damages, or injuries arising out of or in connection with User's use of Community Facilities and/or participation in Community Activities.
6. **NO WARRANTIES:** User recognizes that the Community makes no warranties, express or implied, concerning Community Facilities and/or User's participation in any Community Activities.
7. **MEDICAL TREATMENT:** User does hereby further release and forever discharge the Community from any claims whatsoever that arises or may hereafter arise on account of any first aid, treatment, or services rendered in connection with User's use of Community Facilities or participation in Community Activities. User understands and acknowledges that the execution of this 8. Release will release the Community from any financial or other assistance in the event of injury, or death, or property damage. **Users are encouraged and expected to have medical and health insurance. Users have been advised to consult a medical doctor before using any Community Facility or participating in any Community Activity.**
8. **ASSUMPTION OF THE RISK:** User recognizes and understands that there may be a risk of injury in the use of Community Facilities and/or participation in Community Activities. User hereby expressly and specifically assumes the risk of injury or harm in any and all use of the Community Facilities and/or participation in Community Activities and hereby releases and discharges the Community from and waives any and all liability for any injury, illness, death, or property damage resulting from any and all use of Community Facilities and/or participation in Community Activities. **USER USES COMMUNITY FACILITIES AND/OR PARTICIPATES IN COMMUNITY ACTIVITIES AT USER'S OWN RISK.**
9. **BROADEST RELEASE POSSIBLE:** User expressly agrees that this Release is intended to be as broad and inclusive as permitted by the laws of the State of Arizona. User agrees that in the event that any clause or provision of this Release shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions hereof, which shall continue to be enforceable. ⁱ

IN WITNESS WHEREOF, User has executed this Release as of the day and year written below. User has carefully read this form and acknowledges that User understands it.

Printed Name

Printed Name

Signature

Signature

MOUNTAIN CACTUS RANCH AGE 55 COMMUNITY AGE VERIFICATION FORM

BACKGROUND

In 1995 Congress passed the Housing for Older Persons Act. The Federal Fair Housing Act prohibits discrimination in renting to families with children under eighteen (18) years of age. The 1995 law, however, permits an exception for residential properties (including recreational vehicle communities) that allows for a Senior Status Exemption. If a community qualifies in terms of the ages of its residents, it may declare itself a Seniors Community and thereby legally exclude families with young children.

The law requires documentation to support the Seniors Exemption. To preserve the Seniors Status of your community we ask that you complete this brief questionnaire. Please return it to the office. In order to protect the Seniors Status, we will screen any prospective purchasers of park homes or subleases.

INFORMATION

Names of Full moved in Time Residents* RV	Date of Birth park-Month/Year	Age	Do you own/	Date you rent your
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_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

*Resident means the person(s) entitled to occupy the RV space under the terms of the Rental Agreement. This includes persons with a valid, approved sublease Agreement; it does not include guests or visitors.

PROOF OF AGE

The law also requires that the community have and enforce effective age verification procedures. To comply with us, we ask that you **attach a copy of the driver's license or other government issued photo ID** issued to one of the residents listed above, showing that resident to be more than 55 years of age.

Thank you for your cooperation.

The undersigned understands and acknowledges that this Park is a "housing for older person" park with minimum age requirements as set forth in its Statements of Policy. The undersigned hereby represents that the person(s) making application to reside in the park meet the age requirements.

Applicant's Signature

Date

Applicant's Signature

Date

AGREEMENT LIEN

This mobile home is being sold at a discounted price and Landlord shall reserve and have the right to record a Lien on this mobile home in the amount of Twenty Thousand Dollars (\$20,000.00). If this mobile home remains at the space, number, and address below for a period of Fifteen (15) years, this Lien shall be released without payment or penalty. It is hereby understood, the above-mentioned Lien shall only be enforced and be required to be paid in full in the event of the mobile home being threatened to be removed from the space number and address below before the Fifteen (15) year period mentioned above ends.

It is also hereby understood such Lien and this Agreement shall be transferred to any subsequent Buyer of this mobile home, without payment, unless this mobile home is threatened to be removed from the space, number, and address below and in that event full payment of the Lien shall be due and payable to Landlord upon demand, but no such demand shall be made unless home is threatened to be removed from the space, number, and address below .

In summary, as long as this mobile home is not threatened to be removed and remains upon the space, number, and address below regardless of this mobile home is sold or not, to a subsequent buyer for a period of Fifteen (15) years beginning from the date below, the above mentioned Lien shall not be enforced.

Date: _____

Manager: _____

Mountain Cactus Ranch

10667 S. Avenue 10 E

Yuma, AZ 85365

Buyer(s) of Mobile Home: _____

NEW RESIDENT

This Agreement is made by and between (herein after “Mountain Cactus Ranch Resort” or ‘Disclosing Party’)) and Resident, Phone Number and Site #.

Name & Site #: _____
Please Print First Name Last Name Site #

Please Print First Name Last Name

Phone Numbers: _____
Home Phone Cell Phone

Today's Date: _____ State: _____

Email Address: _____

Resident hereby agrees to the use of Resident Name, Site#, and Phone number, to be used by the Mountain Cactus Ranch for **Directory** purposes only

Jurisdiction and Governing Law. Both Parties hereby agree and consent to personal jurisdiction and service and venue in any federal or state court within the State of Arizona having subject matter jurisdiction, for the purposes of and action, suit or proceeding arising out of or relating to this Agreement. The venue of the court shall be within or, as close as possible to Apache Junction, AZ. This Agreement is governed by, and shall be construed in accordance with, the laws of the State of Arizona (except the laws of that jurisdiction that would render such choice of laws ineffective).

IN WITNESS WHEREOF the Parties have executed this Agreement in the manner appearing Below, the day and year first above written.

We are required by law to maintain the privacy of, and provide individuals with, this notice of our legal duties and privacy practices with respect to protected information. If you have any objections to this form, please speak with our Main Office or Activity Office in person or by phone at our main office number 480-982-4173.

This signature is that you agree for your Phone Number to be used in the Mountain Cactus Resort Directory, Policies and Guidelines.

Signature

Signature

Home Owners and Renters Rental Agreement

AGREEMENT TO COMPLY WITH THE RULES AND REGULATIONS

I/We acknowledge that I/We have received a copy of the Rules & Regulations of Mountain Cactus Ranch, Dated _____, 20____. I/We agree to abide by the terms and conditions of these Rules & Regulations. I/We understand that non-compliance with any of the above could be cause for my/our eviction from the property and/or legal action of collection of funds owed or other damages. I/We have read, understood and agree specifically with the Rules & Regulations. I/We also agree not to remove our home from Mountain Cactus Ranch or to sell our home to anyone who intends to remove the home from Mountain Cactus Ranch without first notifying Park Manage and complying with all Park Rules & Regulations as stated.

- The Term of this Agreement will be for 12 months, renewable on a 12-month basis unless other terms are agreed upon by Landlord and Tenant.
- This community has a standardized rent increase date of November 1st. If the expiration date of this agreement is not the same as the November 1st anniversary date, the rent shall increase by an amount applicable to the type of space under this agreement as established in a park wide rental increase effective November 1st.
- The Rental Rate will be the posted rate as of the date of the agreement.

Resident _____

Resident _____

Date _____

Date _____

Space Number _____

Cell Number _____

Home Number _____

MOUNTAIN CACTUS RANCH EMERGENCY NOTIFICATION

In case of an emergency, we need someone to call on your behalf. Please list someone other than you or your spouse.

Name: _____

Address: _____

City, State, Zip: _____

Phone Number(s): _____